REMARKS

Claims 20-32 are presently pending and stand rejected. Each of the foregoing claims stands rejected under 35 U.S.C. 103(a) as obvious from the combination of Araki in view of Kodama.

Claim 20 recites:

> A system for decoding an audio signal, said system comprising:
> one or more audio decoding circuits for performing oneor more functions on a frame of encoded audio data, wherein the one or more audio decoding circuits comprise:
> a Huffman decoder for Huffman decoding the frame of encoded audio data;
> a prediction decoder for prediction decoding the frame of encoded audio data; and
> an intensity coupling circuit for intensity coupling the frame of encoded audio data
> a memory for storing results of the Huffman decoding of the frame of encoded audio data, the results of the prediction decoding of the encoded audio frame, and the results of intensity coupling the frame of encoded audio data, wherein the results of the prediction decoding for the frame of encoded audio data at least partially overwrite the results of the Huffman decoding of the frame of encoded audio data, and wherein the results of the intensity coupling for the frame of encoded audio data at least partially overwrite the results of the prediction decoding of the frame of encoded audio data.

Examiner has indicated that Araki teaches "a Huffman decoder for Huffman decoding the frame of encoded audio data ([0012-0013] & Fig. 2, item 10); a prediction decoder for prediction decoding the frame of encoded audio data ([0012]-[0013] & Fig. 2, item 6); and an intensity coupling circuit for intensity coupling the frame of encoded audio data ([0012]-[0013] & Fig. 2 item 5)".

Assignee respectfully traverses the rejection because Araki teaches "Fig. 2 shows a basic block diagram of a *coding* apparatus for AAC. … For the input audio signal … a prediction part 6 performs a predictive coding process." "After quantization, a noiseless *coding* part 10 performs a noiseless *coding* process by providing each o the normalized coefficient and the quantized value with Huffman code based ona predetermined Huffman code table."

Assignee traverses the rejection because in contrast, claim 20 claims "a Huffman *decoder* … a prediction *decoder*". Moreover, the Office Action does not appear to rely on Kodama to teach the foregoing. Accordingly, Assignee respectfully submits that the combination of Araki in view of Kodama does not teach the foregoing limitations and requests withdrawal of the rejections to claims 20 and 28 (which appears to be rejected on the same basis).

However, the traversal of the rejection is not based solely on the foregoing. For the sake of argument and not admission, even if Araki, references 5, 6, and 10 were deemed to be the claimed "intensity coupling circuit", "prediction decoder" and "Huffman decoder", because Araki does not teach "a memory for storing results of the Huffman decoding of the frame of encoded audio data, the results of the prediction decoding of the encoded audio frame, and the results of intensity coupling the frame of encoded audio data, *wherein the results of the prediction decoding for the frame of encoded audio data at least partially overwrite the results of the Huffman decoding of the frame of encoded audio data, and wherein the results of the intensity coupling for the frame of encoded audio data at least partially overwrite the results of the prediction decoding of the frame of encoded audio data*."

As an initial matter, the Office Action at 4, also states that "Araki fails to teach results of the intensity coupling for the frame of encoded audio data at least partially overwrite the results of the prediction decoding" which appear in direct contradiction to the statement right above it. Clarification by Examiner would be greatly appreciated.

It is noted that the claimed limitation includes:

(1) the results of the prediction decoding for the frame of encoded audio data at least partially overwrite the results of the Huffman decoding of the frame of encoded audio data, and

(2) wherein the results of the intensity coupling for the frame of encoded audio data at least partially overwrite the results of the prediction decoding of the frame of encoded audio data.

The Office Action reads one or both of the foregoing limitations on Araki, 0012-0013, transition from 6 to 10. Assignee traverses the rejection because Araki does not teach either of the foregoing. In fact, Araki Figure 2 and 0012-0013 do not even mention

a memory or storage, and clearly not "the results of the prediction decoding for the frame of encoded audio data at least partially overwrite the results of the Huffman decoding of the frame of encoded audio data" or "wherein the results of the intensity coupling for the frame of encoded audio data at least partially overwrite the results of the prediction decoding of the frame of encoded audio data".

Moreover, it would not be possible in Araki to "(1) the results of the **prediction decoding** for the frame of encoded audio data at least partially overwrite the results of the **Huffman decoding** of the frame of encoded audio data, and (2) wherein the results of the **intensity coupling** for the frame of encoded audio data at least partially overwrite the results of the **prediction decoding** of the frame of encoded audio data."

If Araki reference 5 is deemed the claimed "intensity/coupling circuit", reference 6 is deemed the "prediction decoder", and reference 10 is deemed the "Huffman decoder", again, for the sake of argument, and not admission, Araki teaches the process of reference 6 occurs prior to the process of reference 10. Thus, the results of reference 6 could not overwrite the results of reference 10 for the same encoded audio frame. Accordingly, Araki does not teach "the results of the **prediction decoding** for the frame of encoded audio data at least partially overwrite the results of the **Huffman decoding** of the frame of encoded audio data".

Furthermore, the results of Araki reference 5 could not overwrite the results of Araki reference 6 because Araki teaches that the process of reference 5 occurs prior to reference 6. Accordingly, Araki does not teach "the results of the **intensity coupling** for the frame of encoded audio data at least partially overwrite the results of the **prediction decoding** of the frame of encoded audio data."

Assignee maintains traverse of the rejection because Araki does not teach the foregoing limitations, and the Office Action does not appear to indicate the Kodama does. Accordingly, Assignee respectfully requests withdrawal for the foregoing rejection to claims 20 and 28.

Finally, the Office Action cites Kodama for apparently teaching "intensity coupling for the frame of encoded audio data at least partially overwrite the results of the prediction decoding". The Office Action further indicates that Kodama "demonstrates a demultiplexing routine nearly identical to that of the present invention with the exception

of prediction being shown (Kodama, Fig 3), wherein Kodama furthermore teaches two memories present which write information back and forth basedo nthe function fo each stage of Fig. 3 (Kodama Fig. 4a and 4b).

It appears as though Examiner is remarking about the alleged similarities between specification Figure 2, and Kodama Figure 3, however, Assignee respectfully traverses the characterization that Kodama "demonstrates a demultiplexing routine nearly identical to that of the present invention". Assignee respectfully submits that a "teach[ing] two memories present which write information back and forth on the function of each stage of Fig. 3 (Kodama Fig. 4a and 4B) is a far from the explicit limitations of claim 20.

Accordingly, Assignee respectfully requests that Examiner withdraw the rejection to claims 20 and 26, as well as the rejections to claims 21-25, and 27-32.

CONCLUSION

For at least the foregoing reasons, Assignee respectfully submits that each of the pending claims are allowable and Examiner is respectfully requested to pass this case to issuance. The Commissioner is hereby authorized to charge additional fees or credit overpayments to the deposit account of McAndrews, Held & Malloy, Account No. 13-0017.

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